

LOW-INCOME TRANSIT ASSISTANCE SALES AGREEMENT

This Agreement made between:

Community Social Planning Council
#216, 852 Fort Street
Victoria BC V8W 1H6
(Hereinafter referred to as “CSPC”)

OF THE FIRST PART

AND

Name of Organization
(Hereinafter referred to as “the Agency”)

Address of Organization

OF THE SECOND PART

WHEREAS CSPC requires the services of the Agency to distribute the Transit Assistance Products to its clients; and

WHEREAS THE AGENCY operates a non profit organization which serves individuals and/or families who are experiencing financial challenges.

WHEREAS purchased tickets and passes will be matched on a 1:1 basis with free tickets and passes provided by BC Transit.

NOW THEREFORE this Agreement witnesseth that:

1. Definitions

- a. Fare Product: Any of the following authorized passes or tickets:
 - i. **Adult monthly pass:** Unlimited travel pass for all services (regular and handyDART) for the appropriate month specified in the pass. Age eligibility: between eighteen (18) and sixty-four (64). Not valid on the Cowichan Valley Commuter.
 - ii. **Youth/Senior Pass** Unlimited travel pass for regular transit services for the appropriate calendar month specified on the pass. Age eligibility: seventeen

(17) and under and sixty-five (65) and older. Not valid on handyDART or the Cowichan Valley Commuter.

- iii. **Transit Tickets:** Sold in a sheet of 10 tickets valid for all ages and all services (regular and handyDART). One ticket purchases one ride, two tickets can be used to purchase a DayPASS aboard the bus. Not valid on Cowichan Valley Commuter.

2. Location

CSPC agrees to sell and distribute all of the Fare Products at its location:

#216, 852 Fort Street, Victoria, B.C. V8W 1H8

3. Term

The Agreement will come into effect on the date so written on the last page of the Agreement and will remain in force until cancelled. It is expressly agreed by CSPC and the Agency that either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intention to do so.

4. Agency Responsibilities

Ordering, Receiving and Distribution of Fare Products:

- a. The Agency agrees to submit to CSPC, attention Finance Department (Email: finance@communitycouncil.ca), a written purchase order (“the order”) on or before the eight (8th) calendar day of the month. A party may choose to submit a quarterly or annual order by following the same process, marking the order “quarterly order”, or “annual order”.
- b. The Agency agrees to pay CSPC for the Fare Products ordered on or before the fifteenth (15th) calendar day of the month, or at a minimum BEFORE the tickets are picked up.
 - i. Payment options include an organization’s cheque, prepayment by automatic deposit to CSPC’s account on or before the due date, or cash. Agencies wishing to make payment by authorized debit should contact CSPC’s Finance Department.
- c. The Agency agrees to pick up their ordered Fare Products during the 4th week of the month, specifically between the hours of 10 am – 2pm Monday through Thursday, or as otherwise announced.
- d. The Agency agrees that they shall not sell the Fare Products. Failure to adhere to this term shall be deemed a breach of contract and may result in the cancellation of the Agreement.

5. **Ownership of Fare Products**

- a) Fare Products will remain the property of CSPC until sold to the Agency. All proceeds from the sale of Fare Products shall be held by CSPC in Trust for B.C. Transit.
- b) The Agency is solely responsible for any loss of tickets resulting from the theft, disappearance, destruction or other loss howsoever occasioned.

6. **Status of Agency**

The Agency is an independent contractor whose authority is strictly limited to the purchase of Fare Products specified herein. The Agency is not an employee, agent, representative, joint venture or part of CSPC and has no power to bind CSPC or BC Transit by a contract or otherwise.

7. **Indemnification**

The Agency shall indemnify and hold CSPC harmless from any and all damages, claims, actions and judgements of any kind or nature arising from or relating to the Vendor's acts or omissions in the sale of Fare Products or as a result of a breach by the Agency of any provisions of this Agreement or of the rules and regulations of CSPC and / or BC Transit pertaining to Fare Product sales.

8. **Records and Rights to Examine**

The Agency shall maintain current and accurate records of all operations in conjunction with the sale of Fare Product in conformity with the rules, regulations, instructions and directives of CSPC pertaining to this Agreement. Recording keeping must include number of tickets distributed each month, and to which demographic group. A survey will be sent to all agencies annually for them to provide this information back to CSPC. Such records shall be available to CSPC representatives upon request to inspect or audit.

9. **Assignment**

This Agreement may not be assigned or transferred by the Agency without CSPC's prior written consent. Any assignment or attempted assignment by the Agency of this Agreement without the prior written consent of CSPC shall render this Agreement null and void.

10. **Inurement**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.



11. **Amendments**

This Agreement may be amended, in whole or in part, during the term of the Agreement with the written consent of both parties.

12. **Default**

Notwithstanding Clause 3 – Term. The parties agree to use first and best efforts to resolve any disagreements, or to halt any breach of conditions prior to terminating the Agreement. CSPC may terminate the Agreement at any time with no notice upon breach by the Agency of any provision of this Agreement.

13 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties hereto or their respective representatives with respect to the matters herein and shall not be modified or amended except by written agreement signed by the parties to be bound hereby.

14. **Validity**

If any covenant or term hereof is held invalid or unenforceable, the remainder of the Agreement will remain in force to the fullest extent permitted by law.

15. **Notice**

Any notice permitted or required to be given by CSPC to the Agency may be given by posting the same by registered mail and addressed to the Agency at the address appearing on page one hereof, or by personal delivery to the Agency's facilities. Any notice permitted or required to be given by the Agency to CSPC may be given by posting the same by registered mail and addressed to Finance Department, CSPC at the address appearing on page one hereof. Except during periods of a postal strike or of a general interruption of postal services any notice given by registered mail hereunder shall be deemed to have been received on the fifth (5th) business day following the posting.

16. **Agreement**

The parties to this Agreement hereby agree that this Agreement constitutes the entire agreement. Both of the parties for and in consideration of payments made, conditions mentioned and services performed, agree to the terms as evidenced by the signatures applied hereto.



17. Governing Law

This Agreement shall be governed by and construed in accordance with the law of British Columbia, Canada.

18. Jurisdiction

The parties agree to submit any disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of British Columbia.

I, _____, hereby agree to the terms and conditions of
Name of Authorized signatory at Agency
this Agreement.

Name

Date

Title

Daytime Phone Number

Name

Date

President, Board of Directors
Title